



This instrument was prepared by:

Name: Alfredo L. Gonzalez
Adorno & Yoss, P.A.
Address: 2601 South Bayshore Drive
Suite 1600
Miami, FL 33133

CFN 2003R0532115
OR Bk 21477 Pgs 0635 - 6417 (7pgs)
RECORDED 08/01/2003 10:06:38
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, ("County") Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** that the representations made by the Owner during consideration of Public Hearing No. 02-319 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Rodriguez, Pereira Architects, Inc. entitled Beacon at Doral dated the 5 th day of June, 2003, ("Site Plan") being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) Owner agrees that the Property shall not be used for the following uses presently allowed under zoning district IU-1:

*Adult entertainment uses as defined in Section 33-259.1. subject to all the restrictions and spacing requirements contained in said Section 33-259.1.

*Adult bookstores.

*Adult entertainment club.

*Adult modeling establishments.

*Adult theaters.

*Adult video store.

*Encounter studio.

*Massage establishment.

*Aircraft hangars, aircraft assembling and manufacturing but aircraft repair stations and offices shall be an allowed use and not subject to the restrictions of this section of this Covenant.

*Animal hospitals within soundproof, air-conditioned buildings.

*Armories, arsenals.

*Auditoriums.

*Auto painting, top and body work

*Automobile and truck sales for new and/or used vehicles including as ancillary uses automobile and truck rentals, wholesale distribution and automobile repairs.

STR 29-53-40

(Public Hearing)



Declaration of Restrictions

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- *Automotive repairs.
- *Truck rentals and wholesale distribution, but automobile rentals or wholesale distribution for automobiles shall be an allowed use and not subject to the restrictions of this section of this Covenant.
- *Bait and tackle shop.
- *Blacksmith, gas steam fitting shops.
- *Boat or yacht repairing or overhauling, or boat building.
- *Boat slips used for the tying up of boats for the purpose of overhauling or repairing.
- *Bottling plants.
- *Brewery.
- *Bulk Oxygen storage and filling of cylinders.
- *Canning factories.
- *Cold storage warehouses and precooling plants.
- *Commercial chicken hatcheries.
- *Confectionery, ice cream stores and dairy stores.
- *Contractors' yards, but contractor's offices and indoor storage shall be an allowed use and not subject to the restrictions of this section of this Covenant.
- *Dredging base or place where dredging supplies are kept and where dredges or boats or machinery are stored, repaired or rebuilt.
- *Dry cleaning and dyeing plants.
- *Engine sales and service, gas, oil, steam, etc.
- *Fertilizer storage
- *Food products, including the grinding, cooking, roasting, preserving, drying, smoking or airing of meats, fish, fruits or vegetables (where more than five (5) persons are employed on premises).
- *Garages-storage mechanical, including trucks, buses, heavy equipment.
- *Grinding shops.
- *Grocery stores, supermarkets, fruit stores, health food stores, meat and fish markets and other similar food stores.
- *Hotel and motel use (freestanding); the use shall comply fully with all provisions, pertaining to the use of the RU-4A District.
- *Hotel and motel use (mixed use, i.e., connected with, and attached to a structure containing another use permitted in the industrial district).
- *Insecticides, mixing, packaging and storage.
- *Ice manufacturing.
- *Liquor package stores
- *Livery stables, for riding clubs or a stable for sheltering horses.
- *Lumberyards.
- *Marine warehouses.
- *Mattress manufacturing and renovating.
- *Membership warehouses
- *Metalizing processing.
- *Milk or ice distributing station from which extensive truck or wagon deliveries are customarily made.
- *Parking lots - commercial and non-commercial.
- *Passenger and freight – stations and terminals – boats, trucks, buses and railroads.
- *Power or steam laundries.
- *Religious facilities.
- *Shipyards and dry docks.
- *Taxidermy.
- *Textile, hosiery and weaving mills.
- *Vulcanizing.
- *Welding Shops.

Declaration of Restrictions

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*Welding supplies.

*Wood and coal yards.

- (3) That refrigerated trucks shall not be allowed on the Property.
- (4) That waste pick-up service shall not be permitted on the Property between 9:00 p.m. and 7:00 a.m. (hereinafter "Prohibited Time") except to the extent that any applicable, law or regulation mandates pick-up of waste during the Prohibited Time or otherwise pick-up of waste is available to the Property only during the Prohibited Time.
- (5) That the Property shall be subject to and comply with any current State and Local noise and nuisance restrictions ("Noise Restrictions") applicable to the Property subject to any amendment or repeal thereto. The Property shall be subject to any new Noise Restrictions or any amended Noise Restrictions, local, State or Federal that affects the Property whether in existence at the time of recordation of the Declaration or that may exist in the future. The Property shall comply with the requirements of any such Noise Restrictions notwithstanding "grandfather provisions", non-conforming use statutes or other applicable exemptions.
- (6) Trucks, as herein defined, shall not be allowed on the Property except as specifically allowed herein. For all purposes of this section of this covenant a Truck (Truck) shall be defined as a heavy duty motorized vehicle with more than three (3) axles, with a cab and separate trailer used for hauling property. Notwithstanding the above Trucks shall be allowed on the Property as necessary for the following purposes:
 - 1) Public and essential services such as: trash pickup, delivery trucks, road work, water and sewer, electric and phone, fire, police and medical emergencies, environmental; and
 - 2) Repairs, maintenance and construction with respect to the Property or any improvements which may be constructed on the Property at any time.

(Space reserved for Clerk)

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, or such municipality as has jurisdiction may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare.

Owner, and their heirs, successors and

assigns, acknowledge that acceptance of this Declaration does not i
or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding o
persons claiming under it for a period of thirty (30) years from the dat
is recorded after which time it shall be extended automatically for suc
ten (10) years each, unless an instrument signed by the, then, owner
has been recorded agreeing to change the covenant in whole, or in p
the Declaration has first been modified or released by Miami-Dade C
municipality as has jurisdiction.

Modification, Amendment, Release. This Declaration of Re
modified, amended or released as to the land herein described, or
by a written instrument executed by the, then, owner(s) of all of the
joinders of all mortgagees, if any, provided that the same is also app
of County Commissioners or Community Zoning Appeals Board of M
Florida, or other procedure permitted under the Miami-Dade
appropriate municipality, whichever by law has jurisdiction over
public hearing, if required.

Should this Declaration of Restrictions be so modified, amende
Director of the Miami-Dade County Department of Planning and Zoni
officer of the successor of such Department, or in the absence
executive officer by his assistant in charge of the office in his abse
representative of such municipality as has jurisdiction shall forthwit
instrument effectuating and acknowledging such modification, amen

Enforcement. Enforcement shall be by action against any parties
or attempting to violate, any covenants. The prevailing party in
pertaining to or arising out of this declaration shall be entitled to re
costs and disbursements allowed by law, such sum as the Court
reasonable for the services of his attorney. This enforcement p
addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and I
event the terms of this Declaration are not being complied with, in a
remedies available, the County or such municipality as has jur
authorized to withhold any further permits, and refuse to make any
any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges gran
deemed to be cumulative and the exercise of any one or more shall
to constitute an election of remedies, nor shall it preclude the party
from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on
portion thereof, pursuant to a lawful permit issued by the Cou
municipality and inspections made and approval of occupancy giv
appropriate municipality, then such construction, inspection and app
rebuttable presumption that the buildings or structures thus constru
intent and spirit of this Declaration.

Declaration of Restrictions

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Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board or such municipality as has jurisdiction of a resolution approving the application.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part. The term "Owner" for all purposes of this Declaration shall include the Owner and its successors, heirs and assigns

ACKNOWLEDGMENT
CORPORATION

Signed, witnessed, executed and acknowledged on this 18 day of June, 2003.

WITNESSES:

[Signature]
[Signature]

FUNERAL SERVICES ACQUISITION
GROUP, INC., a Florida corporation

By: STEPHEN A STEPNER

[Signature]
Signature

Stephen A. Stepner
Print Name

Agent
Title

8323 NW 12 Street
Suite 111

MIAMI, FL 33126
Address

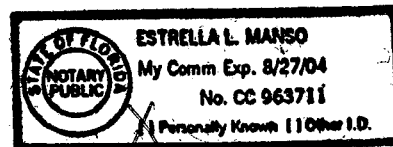
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me on the 18, day of June, 2003 by Stephen A. Stepner who is personally known to me or who produced as identification.

[Signature]
NOTARY PUBLIC

Print Name: Estrella Manso

My Commission Expires:



LEGAL DESCRIPTION

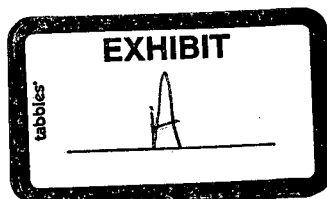
BEACON AT DORAL PARK

Tract 33 and portions of Tracts 34 and 35 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" of Section 29, Township 53 South, Range 40, according to the plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

A portion of "LAKESIDE MEMORIAL PARK NEGEV GARDENS" according to the plat thereof as recorded in Plat Book 90, at Page 45 of the Public Records of Miami-Dade County, Florida, and a portion of "LAKESIDE MEMORIAL PARK AKIBA GARDENS", according to the plat thereof as recorded in Plat Book 142, at Page 6 of the Public Records of Miami-Dade County, Florida and including all of "LAKESIDE MEMORIAL PARK SAMARIA GARDENS" according to the plat thereof as recorded in Plat Book 142, at Page 9 of the Public Records of Miami-Dade County, Florida being more particularly described as follows:

Begin at the center of said Section 29; thence run S. 01°26'22"E., along the East line of the S.W. ¼ of said Section 29, for 329.66 feet; thence N. 89°55'00"W. for 55.84 feet; thence S. 01°26'22"E. for 15.71 feet (the previous two courses were coincident with a portion of the Northerly boundary of "LAKESIDE MEMORIAL PARK GALILEE GARDENS", according to the plat thereof as recorded in Plat Book 91, at Page 3 of the Public Records of Miami-Dade County, Florida); thence West, along the aforesaid Northerly boundary and along the Northerly boundary of said "LAKESIDE MEMORIAL PARK NEGEV GARDENS", 332.95 feet; thence South, in part, along the Westerly boundary of said "LAKESIDE MEMORIAL PARK NEGEV GARDENS", for 317.14 feet; thence West for 920.79 feet; thence N. 01°24'06"W., along the West line of the East ½ of the S.W. ¼ of said Section 29, for 664.68 feet; thence S. 89°54'22"E., along the North line of the S.W. ¼ of said Section 29, for 1317.16 feet to the point of Beginning.

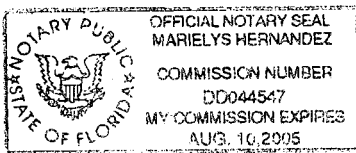


ACKNOWLEDGMENTS

STATE OF FLORIDA,

County, ss: Miami-Dade

The foregoing instrument was acknowledged before me, on this 22 day of July, 2003 by Julian Richards, who is personally known to me (yes/no) or who provided FIDIL as identification.



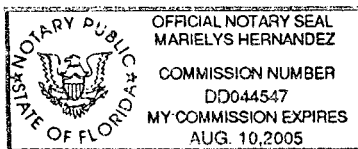
Marielys Hernandez
Print Name:
Notary Public

My Commission expires: _____

STATE OF FLORIDA,

County, ss: Miami-Dade

The foregoing instrument was acknowledged before me, on this 22 day of July, 2003 by Yovardes Richards, who is personally known to me (yes/no) or who provided FIDIL as identification.



Marielys Hernandez
Print Name:
Notary Public

My Commission expires: _____

This instrument has been prepared by: _____, whose post office address is _____

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined a complete Abstract of Title as defined in this Opinion of Title covering the period from the beginning to the 1st of May, 2003, at the hour of 8:00 a.m., inclusive, of the following described property:

See Exhibit "A" attached hereto and made a part hereof

I am of the opinion that on the last mentioned date and time, the fee simple title to the above-described real property was vested in:

Funeral Services Acquisition Group, Inc., a Florida corporation

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

3. **GENERAL EXCEPTIONS:**

- a. Real Property taxes for 2003 and subsequent years which are not yet due and payable.
- b. Rights of persons other than the above owners who are in possession.
- c. Facts that would be disclosed upon accurate survey.
- d. Any unrecorded labor, mechanics' or materialmens' liens.
- e. Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS:

- a. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of LAKESIDE MEMORIAL PARK NEGEV GARDENS, as recorded in Plat Book 90, Page 45.
- b. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of LAKESIDE MEMORIAL PARK AKIBA GARDENS, as recorded in Plat Book 90, Page 45.
- c. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of LAKESIDE MEMORIAL PARK SAMARIA GARDENS, as recorded in Plat Book 90, Page 45.
- d. Canal Reservations in favour of the Trustees of Internal Improvement Fund of State of Florida recorded in Deed Book 46, Page 240.
- e. Solo Petroleum and Mineral Reservations reserved in Warranty Deed filed under Clerk's File No. EE-56436.
- f. Agreement filed in Book 943, Page 565 and amended by Resolution filed in Book 6142, Page 581.
- g. Canal and State and County Road Reservations recorded in Deed Book 2363, Page 513.
- h. Covenant Running with the Land recorded in Book 15490, Page 803.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
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NONE

The following is a description of the aforementioned abstract and its continuations ("Abstract of Title"):

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
10 5120 106 00000025	Ticor Title Insurance Co.	Owner's Policy	Beginning through April 25, 1996 @ 4:37 p.m.
	First American Title Company	Certified Printout	April 25, 1996 @ 4:37 p.m. through May 1, 2003 @ 8:00 a.m.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

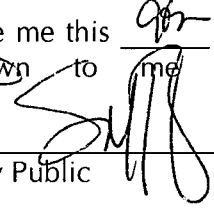
Respectfully submitted this 9 day of June, 2003.


Alfredo L. Gonzalez
Florida Bar No. 258148

Address:
2601 South Bayshore Drive, Suite 1600
Miami, Florida 33133

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 9th day of June, 2003 by
Alfredo L. Gonzalez, who is personally known to me or has produced
_____, as identification.



Notary Public

My Commission Expires:

Print Name

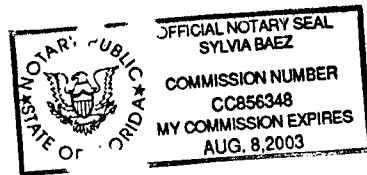


EXHIBIT "A"

LEGAL DESCRIPTION:

Tract 33 and portions of Tracts 34 and 35 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" of Section 29, Township 53 South, Range 40, according to the plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

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